TŁĮCHǪ INTERGOVERNMENTAL SERVICES AGREEMENT

AMONG

THE DOGRIB TREATY 11 COUNCIL

AND

THE GOVERNMENT OF THE NORTHWEST TERRITORIES
(As represented by the Minister responsible for Aboriginal Affairs)

AND

THE GOVERNMENT OF CANADA
(As represented by the Minister of Indian Affairs and Northern Development)

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS

1.1 The following definitions apply in this agreement.

"Agency" means the Community Services Agency referred to in 3.1.

"consultation" has the same meaning as in the Tłı̨chǫ Agreement.

"effective date" means the date on which the Tłı̨chǫ Agreement comes into effect.

"government" has the same meaning as in the Tłı̨chǫ Agreement.

"party" means a party to this agreement, namely the Tłı̨chǫ Government, the Government of the Northwest Territories and the Government of Canada.

"territorial legislation" means legislation made by the Legislative Assembly of the Northwest Territories or legislation made thereunder.

"territorial Minister" means the Minister of the Government of the Northwest Territories designated by the Executive Council and includes his or her delegate.

"Tłı̨chǫ Agreement" means the land claims and self government agreement among the Tłı̨chǫ, the Government of the Northwest Territories and the Government of Canada.

"Tłı̨chǫ community government" means the government established for the community of Behchokǫ̀ (Rae-Edzo), Whatì (Lac La Martre), Gamètì (Rae Lakes) and Wekweètì (Snare Lake).

"Tłı̨chǫ Government" means the government of the Tłı̨chǫ established by the Tłı̨chǫ Constitution in accordance with chapter 7 of the Tłı̨chǫ Agreement.

"Tłı̨chǫ law" means a law enacted by the Tłı̨chǫ Government.

"Tłı̨chǫ Plan" means the plan established by the Tłı̨chǫ Government under 6.2.

1.2 In the appendices, in relation to a program or service, "GNWT" means that it is a Government of the Northwest Territories program or service and "Canada" means that it is a Government of Canada program or service.

2 GENERAL

2.1 This agreement is an intergovernmental services agreement as referred to in 7.10 of the Tłı̨chǫ Agreement.

2.2 This agreement shall not form part of the Tłı̨chǫ Agreement.

2.3 This agreement shall bind, as parties, the Tłı̨chǫ Government and government.

3 TŁICHǪ COMMUNITY SERVICES AGENCY

3.1 An Agency, to be known as the Tłı̨chǫ Community Services Agency, must be established, on the effective date, by territorial legislation. The Government of the Northwest Territories shall obtain the consent of the Dogrib Treaty 11 Council before recommending the legislation establishing the Agency to the Legislative Assembly.

3.2 Territorial legislation shall

(a) set out the roles listed for the Agency in the appendices and any other powers, responsibilities and accountabilities of the Agency except those assigned or delegated to the Agency by the Tłı̨chǫ Government or the Government of Canada;

(b) provide for the structures and administration of the Agency and for its dissolution;

(c) provide that any of the parties may assign or delegate to the Agency additional roles on the conditions that
(i) if it is an assignment or delegation by the Tłı̨chǫ Government or Canada, the Government of the Northwest Territories has consented to it, and
(ii) if it is an assignment or delegation by the Government of the Northwest Territories, the Government of the Northwest Territories has consulted with the other parties in advance; and

(d) confirm that the Agency shall perform those roles set out in the appendices as a priority over any other role.

3.3 The Agency shall have five members, unless the parties agree to a different number, one of whom shall be the chairperson.

3.4 The Tłı̨chǫ community governments shall each appoint one member of the Agency and specify the term of the appointment, which shall not exceed four years. A member may be reappointed. A community government shall consult the other community governments before making its appointment and setting the term.

3.5 The territorial Minister shall, after consulting the members of the Agency, appoint a chairperson.

3.6 A Tłı̨chǫ community government shall, in making its appointment under 3.4, and the territorial Minister shall, in making the appointment of the chairperson under 3.5, appoint a person who

(a) has knowledge of health, education, welfare, family and other social programs and services; and

(b) is prepared to respect and promote the Tłı̨chǫ language, culture and way of life.

3.7 A member of the Agency may be removed from office at any time for cause by, in the case of the chairperson, the Minister, and, in the case of any other member, the community government that appointed that member.

3.8 A Tłı̨chǫ community government shall make its initial appointment under 3.4 no later than 90 days after the effective date and the territorial Minister shall appoint the initial chairperson no later than 120 days after the effective date.

4 FINANCING OF AGENCY

4.1 The Agency shall prepare an annual budget for the roles set out for it in the appendices in respect of Government of the Northwest Territories programs and services and for any other roles assigned or delegated to it by the Government of the Northwest Territories and submit that budget to the territorial Minister. The territorial Minister shall, after consultation with the Agency and the Tłı̨chǫ Government, approve the budget as submitted or vary it and approve it as varied.

4.2 Despite the requirement for an annual budget, the Government of the Northwest Territories may provide multi-year funding to the Agency.

4.3 The territorial Minister shall approve a budget for the Agency that provides funds, in relation to its role for a program or service, that is at a level comparable to funding of other Government of the Northwest Territories agencies delivering a similar program or service.

4.4 The expenses of the Agency incurred in accordance with a budget approved under 4.1 shall be a charge on the Government of the Northwest Territories.

4.5 The expenses of the Agency incurred for any roles set out for it in the appendices in respect of Tłı̨chǫ Government programs or services and any other roles assigned or delegated to it by the Tłı̨chǫ Government shall be a charge on the Tłı̨chǫ Government.

4.6 The expenses of the Agency incurred for any roles set out for it in the appendices in respect of Government of Canada programs or services and any other roles assigned or delegated to it by the Government of Canada shall be a charge on the Government of Canada.

5 ROLES OF THE PARTIES

5.1 The Government of Canada shall perform the roles set out for it in the appendices.

5.2 The Government of the Northwest Territories shall perform the roles set out for it in the appendices.

5.3 The Tłı̨chǫ Government shall perform the roles set out for it in the appendices.

5.4 The roles of the Agency set out in the appendices shall be performed in a manner consistent with territorial legislation.

6 TŁICHǪ LANGUAGE, CULTURE AND WAY OF LIFE

6.1 If the Tłı̨chǫ Government is of the opinion that an action of government related to health, education, welfare, family and other social programs and services may impact on Tłı̨chǫ language or the culture or way of life of the Tłı̨chǫ First Nation, the Tłı̨chǫ Government shall notify government within a reasonable time and government shall review with the Tłı̨chǫ Government the action and the perceived impact.

6.2 The Tłı̨chǫ Government may, after consultation with government, establish the Tłı̨chǫ Plan to describe how Tłı̨chǫ language and the culture and way of life of the Tłı̨chǫ First Nation are to be respected and promoted in relation to health, education, welfare, family and other social programs and services in Tłı̨chǫ communities or on Tłı̨chǫ lands .

6.3 If the Tłı̨chǫ Government is of the opinion that an action of government may pose a threat to the objectives described in the Tłı̨chǫ Plan, it shall notify government of its concerns and provide to government specific proposals as to how government can avoid the perceived threat. Government shall review with the Tłı̨chǫ Government its concerns and proposals.

6.4 If government has not agreed that the action complained of by the Tłı̨chǫ Government may pose a threat to the objectives of Tłı̨chǫ Plan, the Tłı̨chǫ Government may refer the question as to whether the action may pose a threat for resolution under chapter 6 of the Tłı̨chǫ Agreement.

6.5 If government and the Tłı̨chǫ Government have not agreed on what should be done to avoid the perceived threat posed by an action of government, the Tłı̨chǫ Government may refer for resolution under chapter 6 of the Tłı̨chǫ Agreement the question as to whether a course of action proposed by the Tłı̨chǫ Government or government will avoid the threat.

6.6 If, when the Tłı̨chǫ Government refers the question referred to in 6.5 for resolution under chapter 6 of the Tłı̨chǫ Agreement, government has not agreed that the action complained of may pose a threat, the Tłı̨chǫ Government shall also refer that question under 6.4.

6.7 The Tłı̨chǫ Government may not make a referral under 6.4 or 6.5 before the expiration of 60 days after receipt by government of notification under 6.3.

6.8 The decision of an arbitrator resulting from a reference under 6.4 or 6.5 shall answer the question referred but may not order or impose any remedy or require government or the Tłı̨chǫ Government to take any action.

7 FINANCING OF PROGRAMS AND SERVICES

7.1 The Government of the Northwest Territories shall provide funding for its health, education, welfare, family and other social programs and services in relation to Tłı̨chǫ communities at levels comparable to what it provides for similar programs and services in similar communities in the Northwest Territories.

8 CULTURAL COORDINATOR

8.1 As soon as possible after the effective date, a cultural coordinator shall be appointed jointly by the parties to advise the parties on how to use their respective powers in ways that respect and promote Tłı̨chǫ language and the culture and way of life of the Tłı̨chǫ First Nation.

8.2 The cultural coordinator may be appointed for a specified term but is only removable, before the expiration of that term, for cause.

8.3 The cultural coordinator shall be resident in the Northwest Territories, fluent in the language and familiar with the culture and way of life of the Tłı̨chǫ First Nation.

8.4 The cultural coordinator shall carry out his/her duties in a manner that respects each party consistent with the objective of promoting and respecting the Tłı̨chǫ language and the culture and way of life of the Tłı̨chǫ First Nation.

8.5 The cultural coordinator shall, from time to time, provide advice to the parties and each of the parties may, from time to time, seek the advice of the cultural coordinator.

8.6 The cultural coordinator shall provide any advice, conduct any study and produce any report related to the Tłı̨chǫ language or to the culture and way of life of the Tłı̨chǫ First Nation that is requested jointly by the parties.

8.7 In addition to any report requested under 8.6, the cultural coordinator shall provide to the parties, once every three years, a written report that includes information and recommendations concerning

(a) the actions or inactions of the parties that have an impact on the Tłı̨chǫ language or on the culture and way of life of the Tłı̨chǫ First Nation;

(b) the manner in which communications among the parties is operating or needs to be improved so as to achieve the objective of promoting and respecting the Tłı̨chǫ language and the culture and way of life of the Tłı̨chǫ First Nation;

(c) the ability of the Tłı̨chǫ cultural coordinator to carry out his/her duties and any changes that should be made to the cultural coordinator's mandate; and

(d) the Tłı̨chǫ language and the level of the cultural activities of the Tłı̨chǫ First Nation.

8.8 The cultural coordinator shall submit an annual budget for the operation of the office to the parties for their approval. The costs of the coordinator incurred in accordance with an approved budget shall be borne equally by the parties.

9 REVIEW, AMENDMENT AND RENEWAL

9.1 The parties shall conduct a review once every two years of the implementation of this agreement and of the Tłı̨chǫ Plan.

9.2 This agreement may be amended with the consent of the parties except that any part of an appendix that relates only to a Government of the Northwest Territories program or service may be amended with the consent of the Tłı̨chǫ Government and the Government of the Northwest Territories.

9.3 At least two years prior to the expiration date of this agreement, each of the parties shall give notice to the others as to whether it wishes to negotiate a renewal or replacement agreement

9.4 If any of the parties notifies the other parties, by the eighth anniversary of the effective date, that it does not want this agreement to be renewed, this agreement shall expire on the 10th anniversary of the effective date unless it is renewed by the parties before that date. If none of the parties notifies the other parties, by the eighth anniversary of the effective date, that it does not want this agreement to be renewed, this agreement will continue in effect until the 20th anniversary of the effective date, unless the parties agree otherwise.

9.5 The Government of the Northwest Territories shall consult with the Tłı̨chǫ Government before recommending to the Legislative Assembly legislation that will have the effect of amending the legislation establishing the Agency.

APPENDIX 1

KINDERGARTEN TO GRADE 12 EDUCATION PROGRAM (GNWT)

ACTIVITY	GNWT LEGISLATION OR MINISTER OR OTHER OFFICIAL	AGENCY
1. **General**	• Establish standards for the education program. • Establish process for resolution and appeal of decisions affecting students.	• Deliver education program in accordance with the standards. • Administer the process for resolution and appeal of decisions affecting the students.
2. **Curriculum**	• Establish curriculum and standards for the education program.	• Develop the school program to achieve outcomes identified in curriculum, including culture based school program and choosing the language of instruction • Monitor, evaluate and direct delivery of education program in the schools in the Tłı̨chǫ communities.
3. **Access**	• Establish entitlement for access including age.	• Exercise discretion to: - allow access to students who do not meet the entitlement criteria - develop individual education plans. - provide accommodation to allow access to the education program.
4. **Inclusive Schooling** [Access for all students to the education program in a regular instruction setting.]	• Establish entitlement to inclusive schooling. • Direct types of support services to be provided for students.	• Exercise discretion to exempt students from inclusion in the regular instructional setting. • Decide how support is provided and how students will be integrated into regular instructional setting.
5. **Student Records**	• Establish rules for student records and disclosure of information.	• Set up student records as per rules.

6.	**Attendance & Conduct**	• Establish requirements for attendance and student conduct.	• Ensure registration of students ages 6 to 16. • Exercise discretion to charge tuition. • Set and implement attendance policy and discipline policy.
7.	**Superintendent**	• Establish duties of Superintendent.	• Employ Superintendent.
8.	**Teachers, Principals and Other School Staff**	• Confirm relation to public service. • Enter into collective agreements	• Direct Superintendent in recruiting, hiring, discipline and dismissal in accordance with applicable collective agreements.
9.	**Teacher Certification**	• Set out requirements for certification. Registrar issues certificates after reviewing qualifications	• Ensure teachers who are employed are certified in the Northwest Territories.

APPENDIX 2
HEALTH AND SOCIAL SERVICES

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
1. Child Protection (GNWT) Includes a range of services: • to protect children at risk; • to work with children and parents towards protecting children at risk.	• Appoint the Director and Deputy Director of Child and Family Services who is responsible for the overall administration of these services and is responsible for all children in care/custody. [Most Director powers except the authority to delegate and consent for medical treatment, can be delegated to Child Protection (CP) workers who are appointed by the Director]. • Administer the payroll system for CP workers and their supervisors and handle collective bargaining for them. • Assist Agency in coordinating referrals to southern treatment facilities and directly fund such placements. • Assist the Agency in overall program planning and provide training for CP workers on how to implement program. • Develop CP information systems and provide training for CP workers on how to use new information systems. • Enforce compliance with legislation, policies and procedures.	• Hire and manage CP workers and their supervisors to deliver the services to persons in Tłı̨chǫ communities or on Tłı̨chǫ lands . • Oversee these services by ensuring CP workers carry out their duties, which may vary depending on the terms and status of the custody agreement under the legislation and may include: - provision of direct support to children and families; - investigation and apprehension of children; - selection of foster care homes for children in custody (in Tłı̨chǫ communities or on Tłı̨chǫ lands, where possible) - administration of foster care funding; - referral of children to residential treatment facilities; - ensuring children have access or are referred to services outside Tłı̨chǫ communities or Tłı̨chǫ lands, as necessary; - entering data on each case into applicable centralized computer system; - submission of other data as required by GNWT.	• Assist in arranging for or providing CP worker training.

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
2. Non-Custom Adoption (GNWT) Provides for the administration of • private adoptions; • step-parent adoptions; • adoption of children who are in the permanent custody of the Director of Child and Family Services.	• Appoint the Director and Deputy Director of Adoptions and Adoption Workers. • Appoint a Registrar who is responsible for maintaining an adoption registry and facilitating the release of information and reunions between adoptees and birth parents. • Administer the payroll system for Adoption Workers and their supervisors and handle collective bargaining for them. • Develop and provide training for Adoption Workers about how to implement the services. • Enforce compliance with legislation, policies and procedures.	• Hire and manage Adoption Workers to deliver adoption services. • Oversee adoption program by ensuring Adoption Workers carry out duties, which may include: - arranging adoptions; - finding suitable placements; - conducting pre-placement reports and home studies; - submission of reports and related data to NWT Department of Health and Social Services as required by that Department.	
3. Custom Adoption (GNWT) Includes adoptions carried out in accordance with Aboriginal customs.	• Appoint Adoption Commissioners who - approve adoptions in accordance with local Aboriginal custom; - send documentation respecting Custom Adoption approval to the Supreme Court of Northwest Territories for an Order confirming Custom Adoption.	• Provide basic information to the public on the Custom Adoption process.	

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
4. Community Wellness (GNWT) * May include services such as • violence prevention and intervention; • health promotion; • home care; • independent living; • community development; • early childhood development services for children and families; • addiction counselling; • continuing care services for elders and people with disabilities.	• Provide overall strategic planning function. • Administer the payroll system for workers hired by Agency to deliver these services and handle collective bargaining for those workers. • Approve referral process to access treatment facilities. • Enforce compliance with policies and procedures.	• Establish priorities, develop and implement community programs and hire and manage workers to deliver services in a manner that suits the needs of persons in Tłı̨chǫ communities or on Tłı̨chǫ lands . • Administer and manage funding received for the services. • Oversee the direct provision of services or enter into agreements with other organizations or the Department of Health and Social Services for the provision of such services. • Oversee referral to treatment facilities and community based pre-care and after-care following treatment. • Submit reports and related data to NWT Department of Health and Social Services as required by that Department.	

** Continuation of services will be subject to funding. Services may vary from time to time.*

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
5. Community Health and Wellness (Canada)* Includes: • maternal, prenatal and infant nutrition; • home and community care, including home nursing; • community mental health crisis management and intervention; • parenting skills; • solvent, alcohol and other substance abuse; • injury prevention for and social, mental and physical health of children under seven years of age; • prevention of fetal alcohol syndrome and effect; • diabetes services.	• Deliver all components listed (subject to receipt of funding from Canada) except - prevention of fetal alcohol syndrome and effect (unless agreement with Canada to do so); - home and community care (but provides overall coordination). • Ensure compliance by Agency with program criteria and funding guidelines.	• Deliver - home and community care - such other components, from time to time, as agreed to by the GNWT.	• Ensure compliance by GNWT with program criteria and funding guidelines. • Deliver prevention of fetal alcohol syndrome and effect component unless GNWT agrees to do so.
6. Guardianship (GNWT) Designed to protect vulnerable persons by placing them in the guardianship of • the Public Guardian; or • other person appointed as guardian.	• Appoint a Public Guardian who can become guardian for a person where no other person is suitable. • Enforce compliance with legislation, policies and procedures.	• Assist Public Guardian in working with families and finding suitable guardians within or outside Tłı̨chǫ communities or Tłı̨chǫ lands • Submit reports and related data to NWT Department of Health and Social Services as required by that Department.	

* *Continuation of components will be subject to funding. Components may vary from time to time.*

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
7. Health Care (GNWT)* Provided by a variety of health professionals within the following broad categories of services: • health promotion; • public health protection and preventative services; • emergency, acute, and diagnostic services; • physician services; • continuing care, developmental & rehabilitation support. * *The delivery of services will be subject to funding. Services may vary from time to time.*	• Administer funding for the services delivered. • Plan on a NWT-wide basis. • Conduct inspections, evaluate and monitor programs, prepare utilization reports and health status research. • Administer the payroll system for supervisors and staff hired by Agency to deliver these services and handle collective bargaining for them. • Ensure adequate services are provided to all residents of the NWT. • Enforce compliance with legislation, policies and procedures.	• Manage, administer and operate facilities and oversee the delivery of services in Tłı̨chǫ communities or on Tłı̨chǫ lands . • Hire and manage supervisors and staff to deliver services and oversee those services by ensuring they carry out their duties. • Ensure persons in Tłı̨chǫ communities or on Tłı̨chǫ lands have access to insured services either through provision at health care centre or by appropriate referral to other service providers within the NWT. • Submit reports and related data to NWT Department of Health and Social Services as required by that Department.	• Establish the criteria and conditions related to insured health care services ("the national standards") that the provinces and territories must meet in order to receive the full federal cash transfer contribution.
8. Supplementary Health (GNWT)* May include: • indigent health benefits; • extended health benefits; • Metis health benefits * *These are policy-based programs that are available to eligible persons according to specific criteria for eligibility. Continuation of benefits will be subject to funding. Benefits may vary from time to time.*	• Enforce compliance with policies and procedures.	• Ensure persons in Tłı̨chǫ communities or on Tłı̨chǫ lands have access to these benefits. • Submit reports and related data to NWT Department of Health and Social Services as required by that Department.	

Program	Government of the Northwest Territories (GNWT)	Tłı̨chǫ Community Service Agency (Agency)	Government of Canada (Canada)
9. Mental Health (GNWT)* May include statutory-based, insured services such as • psychiatric services; • voluntary and involuntary residential-based services and treatment facilities. May also include non-statutory based, non-insured services** such as prevention/promotion and counselling. * *Continuation of services will be subject to funding.* ** *Services may vary from time to time.*	• Plan on a NWT-wide basis. • Identify persons with authority to determine mental capacity. • Administer the payroll system for mental health professionals employed by Agency to provide services and handle collective bargaining for those professionals. • Enter into agreements with other jurisdictions to admit patients for placement/services outside of the Northwest Territories. • Enforce compliance with legislation, policies and procedures.	• Assess needs and employ mental health professionals as required to provide a range of services in Tłı̨chǫ communities or on Tłı̨chǫ lands . • Consult with the Department of Health and Social Services about planning and development of services in Tłı̨chǫ communities or on Tłı̨chǫ lands . • Ensure persons are referred to other centres for more intensive services or assessments as required. • Submit reports and related data to NWT Department of Health and Social Services as required by that Department.	
10. Non-Insured Health Benefits (Canada) Provides eligible First Nations and Inuit with a limited range of medically necessary health-related goods and services not provided through other private or territorial health insurance plans. Benefits include: • drugs; • dental care; • vision care; • medical supplies and equipment; and • transportation to medical services.	• In accordance with the terms of any agreement with Canada, administer medical supplies, equipment benefits, drug benefits, vision care, transportation to medical services and contracting with dental professionals for dental care visits.	• Exercise any function designated by the GNWT for which the GNWT is responsible.	• In accordance with the terms of any agreement with GNWT, - administer dental pre-determination - ensure compliance with Non-Insured Health Benefits (NIHB) Program criteria under the contribution agreement - assume any responsibility for the NIHB program not assumed by the GNWT and the Agency.